

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FOSSA LTD., ICELANDICPLUS, LLC,)	
and STEVEN BARLOW,)	
)	
Plaintiffs/Counterclaim Defendants,)	
)	
v.)	
)	
I JIAN LIN and ENCOMPASS)	
COMMUNICATIONS, INC.,)	
)	C.A. No. 1:16-cv-11914-LTS
Defendants/Counterclaim Plaintiffs,)	
)	
v.)	
)	
VALENTIN DAVID GURVITZ, ESQ.,)	
BOSTON LAW GROUP, P.C., and)	
SONYA LIVSHITS,)	
)	
Counterclaim Defendants.)	

AFFIDAVIT OF SONYA LIVSHITS

I, Sonya Livshits, on oath, do depose and say as follows:

1. My name is Sonya Livshits. I am over eighteen (18) years of age, and a resident of Newton, Massachusetts. Unless otherwise stated, I make the following statements based upon my own personal knowledge.

2. I have a Bachelor of Arts (BA) in Economics and Accounting, a Master of Business Administration (MBA) in Accounting and Finance, and am a Certified Public Accountant (CPA).

3. Since October 2013, I have been providing outsourced CFO, controller, and accounting services to a variety of entrepreneurial businesses.

4. Between May 2010 and September 2013, I was employed by Ernst & Young U.S., LLP (“E&Y”) as a Manager. In that position, my primary responsibilities were acting as Senior Manager on E&Y audits of publicly-traded regional banks and being the Manager in charge of the corporate audit function at State Street Bank.

5. Between May 2008 and May 2010, I was employed by KPMG U.S., LLP (“KPMG”) as a Manager. In that position, I provided US GAAP and International Financial Reporting Standards accounting services to KPMG clients, predominantly in the banking and insurance industries.

6. On or about July 15, 2015, Steven Barlow engaged me to provide outsourced accounting services to Plaintiff/Counterclaim Defendant Fossa Ltd., as well as a related businesses, Fossa Enterprises ehf (together, the “Fossa business”). Shortly thereafter, Mr. Barlow engaged me to provide him, personally, with accounting services related to his divorce. The Fossa business, and my engagement to provide accounting services, was eventually expanded to include two additional companies, IcelandicPLUS, LLC and IcelandicPLUS ehf.

7. Mr. Barlow had a bank account at TD Bank that his business partner, I Jian Lin (“Mr. Lin”), had apparently established as a sub-account to a bank account for Encompass Communications, Inc. (“Encompass”). It is my understanding that Mr. Lin owns Encompass.

8. As the accountant for the Fossa business, Mr. Lin would regularly contact me and request that I authorize his transfer of Fossa business funds into the Encompass primary account in reimbursement of expenses that he claimed to have incurred for the benefit of the Fossa business.

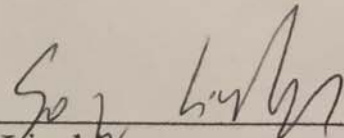
9. Prior to the commencement of this lawsuit, I entered the transactions reflected in TD Bank account statements for the sub-account and the Encompass primary account into

Quickbooks. In performing this exercise, I discovered that while almost all of the funds paid out of the Encompass primary account between August 1, 2014 and July 31, 2015 were Fossa business funds that had been transferred into the Encompass primary account at Mr. Lin's request, purportedly to pay Fossa business expenses, Mr. Lin had used these funds to pay tens of thousands of dollars of what were clearly his personal expenses.

10. I subsequently performed an analysis of the \$458,467.61 in payments that Mr. Lin made through the Encompass primary account between August 1, 2014 and July 31, 2015 (approximately \$438,296.36 of which were made using Fossa business funds), and determined that approximately \$116,137.07 of the payments that Mr. Lin made using the Encompass primary account were for expenses that were either clearly, or more than likely, personal, and that \$53,414.01 of the payments that Mr. Lin made could not reliably be characterized as either legitimate Fossa business expenses or Mr. Lin's personal expenses based upon the information available to the Fossa business.

11. Following the completion of my analysis, and at Mr. Barlow's direction, I provided my analysis to The Boston Law Group in the weeks leading up to the commencement of this lawsuit.

Signed under the pains and penalties of perjury this 30th day of January, 2017.



Sonya Livshits